

This agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_ 2008, by and between– ENERGY PROFESSIONALS, LLC with a place of business at \_\_\_\_\_ (“ENERGY PROFESSIONALS, LLC”), and \_\_\_\_\_, with a place of business at \_\_\_\_\_ (“CLIENT”).

WHEREAS ENERGY PROFESSIONALS, LLC has developed certain proprietary methods for examining utility expenses for their customers and has entered into certain business arrangements with third parties, which allow ENERGY PROFESSIONALS, LLC to offer these customers favorable utility arrangements.

WHEREAS CLIENT owns and/or operates a \_\_\_\_\_ (type of business), and desires to have ENERGY PROFESSIONALS, LLC examine its utility expenses and make certain favorable utility arrangements available to CLIENT.

THEREFORE, CLIENT hereby engages ENERGY PROFESSIONALS, LLC to perform expense reduction analysis and make written savings arrangements on an exclusive basis in the following areas:

Electricity (initial) _____	Natural Gas (initial) _____
Telecommunications (initial) _____	Other _____ (initial) _____

(1) CLIENT in obtaining energy supply offers, evaluating offers, and assisting in contract negotiations or otherwise advising on energy related matters (collectively the “Services”). CLIENT hereby agrees that during the term of this agreement, ENERGY PROFESSIONALS, LLC shall be the exclusive provider of the Services to CLIENT. All utility service providers (“Providers”) are hereby requested to forward all offers, communications and correspondence concerning CLIENT to ENERGY PROFESSIONALS, LLC. This agreement shall be effective for a period of two (2) years after the date of this agreement, and ENERGY PROFESSIONALS, LLC shall have the option to renew the agreement during the term of any service agreement between CLIENT and a Provider.

(2) ENERGY PROFESSIONALS, LLC will perform all services required to analyze the above indicated expense areas and submit written recommendation(s) that will enable CLIENT to realize savings in those areas. Regardless of which Provider CLIENT chooses.

(3) ENERGY PROFESSIONALS, LLC will have access to the appropriate accounting records of CLIENT for the purpose of initial analysis and subsequent follow-up, subject to normal confidentiality requirements of the CLIENT. ENERGY PROFESSIONALS, LLC will also have access to current suppliers. ENERGY PROFESSIONALS, LLC acknowledges the confidentiality of all CLIENT information received during the analysis and agrees not to disclose such information unless so authorized by CLIENT.

(4) In performing the Services, ENERGY PROFESSIONALS, LLC shall act as an independent contractor and have control of the method and the manner the Services are performed. ENERGY PROFESSIONALS, LLC is authorized to contract with others to assist in the performance of the Services.

Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

